

# **Declaration of Steven J. Williams**

## **Exhibit A**

# **Exhibit A**

## CoStar Group Terms of Use

This site (the "Site") is operated by CoStar Realty Information, Inc. and its affiliates (collectively, "CoStar" or "we" or "us"). By accessing or using this Site (or any part thereof), you agree to be legally bound by the terms and conditions that follow (the "Terms of Use") as we may modify them from time to time. These Terms of Use apply to your use of this Site, including the CoStar services offered via the Site. They constitute a legal contract between you and CoStar, and by accessing or using any part of the Site you represent and warrant that you have the right, power and authority to agree to and be bound by these Terms of Use. If you do not agree to the Terms of Use, or if you do not have the right, power, and authority to agree to and be bound by these Terms of Use, you may not use the Site. Notwithstanding anything to the contrary herein, if you and CoStar have entered into a separate written agreement that covers your use of a CoStar service, the terms and conditions of such agreement shall control with respect to such service to the extent they are inconsistent with these Terms of Use.

### Purpose of Site

The Site is designed to provide information about commercial real estate and CoStar and its affiliates. The information and services offered on or through this Site are provided solely for general business information, do not constitute real estate, legal, tax, accounting or other professional advice, or an offer to sell or lease real estate, and may not be used for personal, family or household purposes or to determine an individual's eligibility for credit, insurance, or employment.

### Services

The information, data, text, software, photographs, images, graphics, organization, layout, design, and other content contained on or provided through this Site (collectively, the "Content") are proprietary to CoStar and its licensors, and are protected by copyright and other U.S. and international intellectual property rights, laws and treaties. The Content includes proprietary databases (the "Database") of commercial real estate information, which, by way of example, include information, text, photographic and other images and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and the related software ("Software"). The Site, Content, Database, Information, Software and any portion of the foregoing, including any derivatives, successors, updates or modifications provided thereto and any information derived from the use of the Database, including as a result of the verification of any portion of the Information, are collectively referred to herein as the "Product".

Those portions of the Product that may be accessed by the general public and that do not require any use of Passcodes (as defined below) are referred to as the "Non-Passcode Protected Product". Those portions of the Product that require use of Passcodes for access and are available only to individuals or entities ("CoStar Clients"), or those acting through them, who enter into a License Agreement (as defined below) with CoStar that authorizes access to such CoStar service are referred to as the "Passcode Protected Product".

The Passcode Protected Product includes, for example, the CoStar Property Professional®, CoStar COMPS Professional®, CoStar Exchange® and CoStar Tenant® services as well as the CoStar COMPS Express®, CoStar Property Express®, CoStar Listings Express®, and CoStar Commercial MLS®, and CoStar Showcase® services. A "License Agreement" is defined as either (i) a written hand-signed contract between a CoStar Client and CoStar that authorizes access to a CoStar service, or (ii) an online contract between the CoStar Client and CoStar that is formed by online registration and acceptance of these Terms of Use and that authorizes access to a CoStar service.

Only Authorized Users for a Passcode Protected Product may access such product and they may access it solely using the user name, password and, if applicable, key token (collectively, the "Passcodes") assigned to such user by CoStar. No Authorized User may share his Passcodes with any other person, nor may an Authorized User allow any other person to use or have access to his Passcodes. An Authorized User is defined as an individual (a) employed by a CoStar Client or an Independent Contractor (as defined below) of a CoStar Client at a site identified in the License Agreement, and (b) who is specified in the License Agreement as a user of a specific Passcode-Protected Product. An "Independent Contractor" is defined as an individual person working solely for the CoStar Client and not another company with real estate information needs and performing substantially the same services for such CoStar Client as an employee of such CoStar Client.

## Free Trial

From time to time, in CoStar's sole discretion, CoStar may offer a free trial period ("Free Trial") to certain individuals ("Free Trial Participant") chosen by CoStar to participate in the free trial. Unless terminated sooner by CoStar, the Free Trial shall last for the length of time specified in the email from CoStar that distributes Passcodes to the Free Trial Participant. The terms set forth in that email, combined with these Terms of Use, shall constitute a License Agreement between CoStar and the Free Trial Participant relating to such individual's access to and use of the associated Passcode Protected Product being offered through the Free Trial. During the Free Trial the Free Trial Participant shall be considered an Authorized User and a CoStar Client (as defined in these Terms of Use) and may use the Passcode Protected Product during the Free Trial subject to and solely in accordance with the terms outlined in such License Agreement relating to the Free Trial (which includes these Terms of Use).

## Permitted Uses

Subject to the provisions in these Terms of Use, you may use the Non-Passcode Protected Product (or, if you are an Authorized User, subject to the provisions in your License Agreement and these Terms of Use, you may use the applicable Passcode-Protected Product), in the ordinary course of your business for:

- (1) Your internal research purposes;
- (2) Providing information regarding particular properties and market trends to your clients and prospective clients;
- (3) Marketing properties;
- (4) Supporting your valuation, appraisal or counseling regarding a specific property; and
- (5) Creating periodic general market research reports for in-house use or for clients' or prospective clients' use, provided that such reports do not contain building-specific or tenant-specific Information and are not commercially or generally distributed.

Subject to the provisions in your License Agreement and these Terms of Use, you may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for your purposes, insubstantial and used in compliance with these use and copying provisions.

Notwithstanding the foregoing, the Information you access through the "Free Building Lookup" feature on this Site may only be viewed by you for your individual, non-commercial use while visiting this Site.

## Prohibited Uses

You shall not, except (i) as may be expressly set forth above under "Permitted Uses" and (ii) to the extent necessary to integrate commercial property listings with CoStar's commercial real estate marketing website available through CoStar Showcase®, (a) distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form) any portion of the Product, or (b) modify or create derivative works of any portion of the Product.

Notwithstanding anything to the contrary herein, you shall not:

- (1) Access any portion of a Passcode-Protected Product unless you are an Authorized User for such Passcode-Protected Product using the Passcodes assigned to you by CoStar to access the components and services of the Passcode-Protected Product that your License Agreement authorizes you to access, subject to the terms contained therein and in these Terms of Use;
- (2) Access or use any portion of the Product if you are a direct or indirect competitor of CoStar, nor shall you provide, disclose or transmit any portion of the Product to any direct or indirect competitor of CoStar (by way of

example, a "direct or indirect competitor" of CoStar includes, but is not limited to, Internet listing services or other real estate information services and employees, independent contractors and agents of such services);

(3) Use or distribute any Information from the Product, including Information that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or product;

(4) Modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Product, or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Product;

(5) Use, reproduce, publish or compile any portion of the Product for the purpose of selling or licensing any portion of the Product or making any portion of the Product publicly available;

(6) Store, copy or export any portion of the Product into any database or other software, except as expressly set forth in the Permitted Uses above;

(7) Upload, post or otherwise publish any portion of the Product on, or provide access to any portion of the Product through, the Internet, any bulletin board system, any other electronic network, any data library, any listing service or any other data sharing arrangement, except that you may e-mail a report containing Information that complies with the Permitted Use provisions set forth above to a limited number of your clients and prospective clients;

(3) Upload, post, e-mail or otherwise transmit any information, data, text, software, photographs, images, graphics, or other content to or through the Product, or use any portion of this Product in a manner, that:

- is unlawful, threatening, abusive, harmful, libelous, tortious, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive or otherwise objectionable;
- infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
- constitutes unlawful advertising or fraudulent, unfair or deceptive practices, "spam," or any other form of unlawful solicitation, including the Kansas non-solicitation law (K.S.A. 45-230), which, with limited exceptions, prohibits anyone from knowingly selling, giving or receiving, for the purpose of selling or offering for sale any property or service to persons listed therein, any list of names and addresses contained in or derived from Kansas public records;
- contains software viruses or any other computer code, files or programs that are designed to or have the capability to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of the Product or servers or networks connected thereto or the activities of other users of the Product or of any computer software or hardware or telecommunications equipment; or
- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

(9) Impersonate any person or entity, or falsely state or otherwise misrepresent any registration information, or otherwise disguise the origin of any information, data, text, software, photographs, images, graphics, or other content posted on or transmitted through the Product; and

(10) Use any portion of the Product to encourage or engage in illegal activity, stalk or harass another person, or violate these Terms of Use or any applicable local, state, national or international law, rule, regulation or ordinance, including without limitation, state and local real estate practice, spam or privacy laws.

## **Fees**

You are responsible for the timely payment of any fees incurred by your use of components and services available on the Site or via links to other web sites, and all taxes applicable to your use of the Product.

WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO PROSPECTIVELY CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE PRODUCT OR ANY OF THE

**COMPONENTS OR SERVICES AVAILABLE ON THE PRODUCT, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.**

If you are accessing the Passcode Protected Product, you agree: (1) to provide CoStar with accurate and complete registration and billing information and to promptly update such information in the event it changes; and (2) to pay any applicable license fees or other fees incurred by your use of the Passcode-Protected Product.

**Termination**

You acknowledge and agree that CoStar may interrupt or terminate or block your access to the Product or portions thereof at any time. In the event that occurs, you shall cease using any portion of the Product, permanently delete or destroy all portions of the Product within your possession, custody or control, and, upon written request from CoStar, certify, in writing, your compliance with this provision.

If you are a CoStar Client, your License Agreement sets forth an initial term that expires on a specified date and that may automatically renew for a specified length. Following the effective date of termination or non-renewal of your License Agreement, you shall cease using any portion of the Product. In addition, you shall permanently delete or destroy all portions of the Product within your possession, custody or control and, upon written request from CoStar, certify, in writing, your compliance with this provision.

**Confidentiality Within Web Version of CoStar Property Professional®**

The documents stored in the "My Survey" section of the CoStar Property Professional® service are intended to be confidential and private. Except as otherwise provided herein, CoStar personnel shall not review or disclose to others the documents or other information stored there. Authorized access is designed to be restricted to the Authorized User(s) that store the information there and other users designated by such Authorized User(s) to have access to the information.

Consistent with these goals of confidentiality and privacy, in addition to any other right provided for herein, CoStar reserves the right to compile statistical information regarding use of various features of this Site and CoStar's services, including the "My Survey" section of CoStar Property Professional. CoStar also reserves the right for CoStar and its contractors to access any portion of its services to perform customer support, product or system development, routine security inspections, to protect against unauthorized use of our products or services, to respond to legal process, or if otherwise required to do so by law.

CoStar takes these confidentiality and privacy issues seriously. If you have any questions or concerns, you should contact [support@costar.com](mailto:support@costar.com).

**Submitted Content**

This Product may include opportunities for users to submit information, data, text, photographs, images, graphics, and other content to the Product, for it to be publicly displayed on the Product, used by CoStar in connection with researching real estate activity, or for some other purpose ("Submitted Content"). CoStar acknowledges that if you provide CoStar with any information or images, then you retain any applicable ownership rights that you may have with respect to such information and images. However, you understand that all such Submitted Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated. This means that you, and not CoStar, are entirely responsible for all such content that you upload, post, e-mail or otherwise transmit to or via the Product. CoStar is under no obligation to post or use any such Submitted Content you may provide and may remove any such content at any time in CoStar's sole discretion.

With respect to all Submitted Content you elect to upload, post, e-mail or otherwise transmit to or via the Product, you grant CoStar and its affiliates and their licensees a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You further acknowledge and agree that CoStar may preserve any such content and may also disclose such content in its discretion.

You represent and warrant that (a) you own or have the full right, power and authority to grant to CoStar use of and rights in and to all Submitted Content that you upload, post, e-mail or otherwise transmit to or via the Product; (b) your license of such content to CoStar hereunder does not, and the use or license of such content by CoStar to third parties will not, infringe any right or interest owned or possessed by any third party; and (c) there are no claims, judgments or settlements to be paid by you, or pending claims or litigation, relating to such content.

### **Information about You**

When you use the Product, CoStar collects both personally and non-personally identifying information about you and your use of the Product. Such information includes (a) what you intentionally submit to us while using the Product, including, for example, by filling out forms with your contact information or by logging in with your UserID and password, and (b) information that may be collected automatically while you use the Product, including, for example, your IP address, your IP host, session duration, and "click stream" data that tracks user activity in the Product.

We generally use or disclose the information we collect through the Product to conduct research on and to improve the Product, to perform customer service and support, to fulfill your requests for services, and to provide you with information regarding our services, including service-related announcements.

In some but not all circumstances, at the time you submit personally identifiable information, we may provide you with the opportunity to "opt out" of some uses or disclosures of personally identifiable information. In addition, regardless of whether you exercise an opportunity to opt out, CoStar reserves the right to use or disclose the information we collect whenever we have reason to believe that use or disclosure may be necessary to identify possible violations of these Terms of Use or a separate License Agreement, to identify, contact or bring legal action against persons or entities who may be violating your rights, our rights or the rights of others, or if we believe that we are required to do so to respond to legal process or otherwise to comply with law. We also reserve the right to use and disclose the information we collect to protect the security of our software, products and services, web sites, users, and to protect ourselves from liability or in connection with a merger, acquisition or liquidation.

CoStar takes steps to protect the security of the personally identifiable information we collect, including, for example, physical, electronic, and procedural safeguards.

Although the Product can technically be viewed by children, we do not knowingly request personally identifiable information from them nor does the Product publish content that is targeted to children. No information should be submitted to, or posted at, the Product by visitors under 18 years of age.

If you have a further question, please notify us by e-mail at [webmaster@costar.com](mailto:webmaster@costar.com). We will do our best to look into your request and respond promptly.

### **Links; Framing**

You may provide a hyperlink to the home page of this Site, which is [www.costar.com](http://www.costar.com), provided that you must remove any such link upon request from CoStar. Except as set forth in the preceding sentence, or as otherwise authorized by CoStar in writing, links to and the framing of this Product or any of its Content is prohibited. The Product may include links to other sites, some of them operated by CoStar and some of them operated by third parties. Under no circumstances shall CoStar be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that links to this Site, or is linked to from this Site, or any services that may be offered through such web sites. CoStar has not necessarily reviewed any or all of the content of such other web sites, and we disclaim responsibility for the content and services available therein. Different terms and conditions may apply to your use of any linked sites. It is your responsibility to review any such terms and conditions in connection with your use of any such sites. Any issues or disputes that may arise with respect to any such sites shall solely be between you and the applicable third party.

### **Information Regarding Accuracy, Completeness and Timeliness of Information in the Product**

The Product is provided for general information only and should not be relied upon or used as the basis for

making significant decisions without consulting primary or more accurate, more complete or more timely sources of information. Any reliance upon the Product shall be at your own risk. Neither we, nor any third party involved in creating, producing or delivering the Product, is responsible if the Product is not accurate, complete or current. Neither we, nor any third party involved in creating, producing or delivering the Product, has any responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Product.

## **No Warranties**

ALTHOUGH COSTAR MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE PRODUCT AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (2) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (4) THE PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY COSTAR PARTY, AND (5) THAT ACCESS TO OR USE OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. ANY RELIANCE UPON THE PRODUCT IS AT YOUR OWN RISK AND THE COSTAR PARTIES MAKE NO WARRANTIES.

COSTAR RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE PRODUCT OR ANY FEATURE OR PART THEREOF AT ANY TIME. IF YOU DOWNLOAD ANY CONTENT FROM THIS PRODUCT, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THESE TERMS OF USE OR THE LICENSE AGREEMENT.

## **MapQuest Disclaimer/Terms of Use**

The following disclaimer also applies to any maps/directions from MapQuest.com, Inc. ("MapQuest") that are displayed in the Product: THESE MAPS/DIRECTIONS ARE INFORMATIONAL ONLY. NO REPRESENTATION IS MADE OR WARRANTY GIVEN AS TO THEIR CONTENT, ROAD CONDITIONS OR ROUTE USABILITY OR EXPEDITIOUSNESS. USER ASSUMES ALL RISK OF USE. MAPQUEST, COSTAR, AND THEIR SUPPLIERS ASSUME NO RESPONSIBILITY FOR ANY LOSS OR DELAY RESULTING FROM SUCH USE. Additional information and terms governing use of any maps/directions from MapQuest, which are by reference hereby deemed a part of this Agreement, can be found at <http://www.mapquest.com/about/copyright.adp>

## **Limitation of Liability**

YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COSTAR PARTIES WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE PRODUCT. IN ADDITION, IF YOU HAVE NOT PAID ANY FEES TO COSTAR TO ACCESS THE PRODUCT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NONE OF THE COSTAR PARTIES SHALL BE LIABLE FOR ANY DIRECT DAMAGES ARISING FROM, RELATING TO OR RESULTING FROM THE PRODUCT, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING. THESE LIMITATIONS OF LIABILITY INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES.



NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF THE COSTAR PARTIES FOR ANY AND ALL REASONS TO ANY PARTY FOR DAMAGES, DIRECT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, THESE TERMS OF USE, OR A SEPARATE LICENSE AGREEMENT EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THE RELEVANT LICENSE AGREEMENT BETWEEN THE RELEVANT COSTAR CLIENT AND COSTAR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE, REGARDLESS OF THE CAUSE OR FORM OF ACTION. RECOVERY OF THIS AMOUNT SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE COSTAR CLIENT OR ANY OTHER PARTY FOR ANY APPLICABLE DAMAGES.

UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF, BASED ON, OR RESULTING FROM, OR IN CONNECTION WITH THE PRODUCT, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF DAMAGES IS INDEPENDENT OF THE EXCLUSIVE REMEDY DESCRIBED ABOVE AND SURVIVES IN THE EVENT SUCH REMEDY FAILS.

NONE OF THE COSTAR PARTIES SHALL HAVE ANY LIABILITY FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE THEREOF DUE TO CAUSES BEYOND COSTAR'S CONTROL, INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES, ACTS OF GOD OR GOVERNMENT, PUBLIC ENEMY, WAR, FIRE, OTHER CASUALTY, FAILURE OF ANY LINK OR CONNECTION WHETHER BY COMPUTER OR OTHERWISE, OR FAILURE OF TECHNOLOGY OR TELECOMMUNICATIONS OR OTHER METHOD OR MEDIUM OF STORING OR TRANSMITTING THE PRODUCT.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION ARISING OUT OF OR PERTAINING TO THESE TERMS OF USE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

### **User Data**

If you create any settings, surveys, fields or functions in the Product or input, add or export any data into or from the Product (collectively, the "User Data"), none of the CoStar Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. It is your responsibility to make back-up copies of such User Data.

### **Your Liability**

If you cause a technical disruption of the Product, you agree to be responsible for any and all liabilities, costs and expenses (including reasonable attorneys' fees and costs of enforcement) arising from or related to that disruption. Upon your breach of any term of these Terms of Use or a separate License Agreement, CoStar's remedies shall include any damages and relief available at law or in equity as well as interruption and/or termination of your access to the Product or any portion thereof and permanent deletion or destruction of all portions of the Product within your possession, custody or control. If CoStar retains any third party to obtain any remedy to which it is entitled under these Terms of Use or a separate License Agreement, CoStar shall be entitled to recover all costs, including attorney's fees or collection agency commissions, CoStar incurs.

### **Indemnity**

You agree to indemnify, defend, and hold harmless the CoStar Parties from and against any third party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your (and your users') Submitted Content, use or misuse of any portion of the Product, or your violation of these Terms of Use or a separate License Agreement. You shall cooperate as fully as reasonably required in the defense of any such claim or demand. CoStar and any third party involved in creating, producing, or delivering the Product reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you shall not in any event settle any such matter without the written consent of CoStar and any such third party.

## **Cookies**

Some areas of this Product use and require that your computer accept "cookies." Cookies are small text files that are stored on your computer to keep track of settings or data for a particular web site. Cookies make it possible and easier for you to access and use certain areas of this Product. If you have disabled cookies from within your browser, or if you are running third-party software that intercepts or deletes cookies, you may not be able to visit certain areas of the Product.

## **Trademarks**

The Product employs various trademarks and service marks of CoStar and of other third parties. All of these trademarks and service marks are the property of their respective owners. You agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

## **Procedure for Making Notification of Claims of Copyright Infringement**

CoStar and its affiliates respect the intellectual property of others, and we ask those posting or transmitting any content to or through this Site to respect copyright law. It is the policy of CoStar to restrict and/or terminate in appropriate circumstances the ability to submit content and/or use this Product by individuals or entities that repeatedly submit infringing content in violation of these Terms of Use. If you believe that your work has been copied and is available on this Site or our other online services in a way that constitutes copyright infringement, you may notify CoStar according to the notice requirements of the Digital Millennium Copyright Act. Pursuant to 17 U.S.C. Section 512, CoStar's DMCA registered agent can be reached as follows: by mail to Legal Department (attn: General Counsel), CoStar Realty Information, Inc., Two Bethesda Metro Center, 10th Floor, Bethesda, MD 20814; by e-mail to [copyright@costar.com](mailto:copyright@costar.com); and by telephone at (301) 280-7576.

## **Ownership**

You acknowledge that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights in or to the Product, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. You shall have no right or interest in any portion of the Product except the right to use the Product as set forth in these Terms of Use and, if you are a CoStar Client, your License Agreement. You acknowledge that the Software, Database, Content, Information, Passcode-Protected Product, Non-Passcode-Protected Product, and Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). You agree to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge CoStar's and its licensor's ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Product. You shall be liable for any violation of the provisions of these Terms of Use and, if applicable, the License Agreement by your employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Product by such persons.

## **NOTICE -- U.S. Government Rights/Commercial Technical Data and Software Unpublished, Rights Reserved Under the Copyright Laws of the United States**

This Site contains commercial technical data and computer software that have been privately developed and are normally vended commercially under a license or lease agreement restricting their use, disclosure and

reproduction. In accordance with FAR 12.211, 12.212, 27.405(b)(2) and 52.227-19 and DFARS 227.7202, 227.7102 and 252.227-7015, as well as other applicable supplemental agency regulations, use, reproduction, disclosure and dissemination of this commercial technical data and computer software are governed strictly in accordance with CoStar's commercial license agreements, including these Terms of Use.

## **Export Restrictions**

This Site is controlled and operated by CoStar from its offices within the United States. CoStar makes no representation that any portion of the Product or other material accessed through this Site is appropriate or available for use in other locations, and access to them from other countries where their contents are illegal is prohibited. Those who choose to access the Product or the Site from other locations do so on their own volition and are responsible for compliance with applicable local laws. You may not export or re-export any portion of the Product except in full compliance with all United States laws and regulations, this Terms of Use, and, if applicable, the associated License Agreement. In particular, no portion of the Product may be exported or re-exported into (or to a national or resident of) any country to which the United States embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

## **Sweepstakes**

From time to time, CoStar conducts sweepstakes that entitle the winners to prizes. Each sweepstakes has its own terms and conditions, set forth in the "official rules" for that sweepstakes.

## **Jurisdiction**

CoStar is headquartered in the State of Maryland of the United States. These Terms of Use and your use of this Product shall be governed by the laws of the State of Maryland without regard to its conflicts of laws principles. The federal and state courts located in the State of Maryland shall be the exclusive jurisdiction for any action brought against CoStar in connection with these Terms of Use or use of the Product. You irrevocably consent to the jurisdiction of the federal and state courts located in the State of Maryland, and to the jurisdiction of the federal and state courts located in any State where you are located, for any action brought against you in connection with these Terms of Use or use of the Product. All disputes arising outside of the United States shall be settled by arbitration held in London, England and in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce. All arbitrators shall be fluent in English and all documents submitted in connection with the arbitration shall be in English. Judgment upon an arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement. If any material in this Product, or your use of the Product, is contrary to the laws of the place where you are when you access it, or if CoStar is not licensed as required by applicable laws or regulations in such locale, the Product is not intended for you, and we ask you not to use the Product. You are responsible for informing yourself of, and complying with, the laws of your jurisdiction.

## **Modifications to Product; Changes to these Terms**

CoStar is continuously updating and changing the Product, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Product (or any part thereof) with or without notice. You agree that CoStar shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Product (or any part thereof). Additionally, we reserve the right, in our complete and sole discretion, to change these Terms of Use at any time by posting revised terms on the Product. It is your responsibility to check periodically for any changes we may make to the Product and these Terms of Use. Your continued use of this Product following the posting of changes to these terms or other policies means you accept the changes.

## **Miscellaneous**

These Terms of Use contain the entire understanding of the parties with respect to the Product and supersede any prior oral or written statements and documents with respect to such subject matter; provided, that these Terms of Use do not supersede any written license agreement between the parties. Your obligations hereunder

are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) these Terms of Use or any portion hereunder, in whole or in part, without the prior written consent of CoStar. In the event any portion of these Terms of Use not being of a fundamental nature is held to be invalid, illegal or unenforceable, such part shall be deemed severed from these Terms of Use without invalidating the remaining provisions of these Terms of Use or affecting the enforceability of such remaining provisions. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. No waiver by CoStar of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term, or provision of these Terms of Use at that time or a waiver of that or any other right, term, or provision of these Terms of Use at any other time. These Terms of Use apply to your use of the Product and not to any other areas, including, without limitation, CoStar's research activities. Headings are for reference only. All notices to CoStar pertaining to these Terms of Use will be in writing, mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier, delivered to CoStar Realty Information, Inc., 2 Bethesda Metro Center, Bethesda, MD 20814, attention: General Counsel.

Thank you for visiting our Site!

Updated: March 16, 2009